

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers
FROM/PHONE: Chief John George/693-8320
SUBJECT: Resolution

AFFECTED DISTRICT: District 1

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN HALSTEAD APARTMENTS, A CONDOMINIUM AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

REPORT IN BRIEF: Halstead Apartments, a Condominium, would like to enter into an agreement with the Town of Davie Police Department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted: N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution

Agreement for Traffic Control (signed by Halstead Apartments, a Condominium)

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN HALSTEAD APARTMENTS, A CONDOMINIUM AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, Halstead Apartments, a Condominium and the Davie Police Department would like to enter into an "Agreement for Traffic Control" and

WHEREAS, Halstead Apartments, a Condominium have the authority to sign said agreements, and have done so; and

WHEREAS, the Davie Police Department requests the Mayor add his signature to said Agreement;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreements for Traffic Control," attached hereto as Exhibit A.

SECTION 1. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ day of _____, 2003

MAYOR/COUNCIL MEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____ 2003

AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and HALSTEAD (hereinafter referred to as the "Owner"), agree on this 7 day of November, 2003, to enter into the following Traffic Jurisdiction Agreement.

WHEREAS, the Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

WHEREAS, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

WHEREAS, the Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Florida Statutes §316.006(2)(b), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

WITNESSETH

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. The Town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the

private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute §768.28.
7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town or the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

THE TOWN OF DAVIE, FLORIDA

_____ BY: _____ Signature

TITLE:

Print Name

ADDRESS:

Signature

ATTESTED BY:

Print Name

TOWN ATTORNEY

Approved as to form and legality for the use and reliance of the Town of Davie, Florida, only

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, of the Town of Davie, Florida, a municipal corporation of the State of Florida, who is ____ personally known to me, or who has produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC, State of Florida

Type, Stamp, Print Name

MY COMMISSION EXPIRES:

WITNESSES:

John Varga
Signature

JOHN VARGA
Print Name

Dona Gould
Signature

Dona Gould
Print Name

OWNER::

Ana Lourdes Velez

BY: President

Ana L. V

ADDRESS: 7830 NW 33rd

DAVE FL 33024

PHONE: 954 438-1913

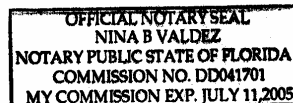
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7 day of November 2003
by Ana L. Velez of Hollywood, FL, who is
personally known to me, or who has produced FL DL ID - as identification, and
who did/did not take an oath.
V420-012-55-595-0

Nina B. Valdez
NOTARY PUBLIC, State of Florida

Type, Stamp, Print Name

MY COMMISSION EXPIRES:



DAVIE POLICE DEPARTMENT

1230 South Nob Hill Road
Davie, FL 33324
(954) 693-8200
FAX (954) 693-8399 (Road Patrol)

AUTHORITY TO ENTER PREMISES AGREEMENT

HALSTEAD ^{APARTMENTS, a CONDOMINIUM}
(Name of Corporation), a Florida Corporation,

located at 7830 NW 33 ST DAVIE, Florida, hereby
(Address) & (Phone No.) (954) 438-1913

authorizes the Town of Davie Police to enter the below described property, located in the Town of Davie, Broward County, Florida, without limitations or restrictions and at their discretion to enforce municipal traffic laws, criminal state statutes and municipal ordinances and perform any and all police-related activity.

LEGAL DESCRIPTION OF PROPERTY

(See example - "Exhibit A" attached)

HALSTEAD, expressly understands and
(Name of Corporation)

agrees that since the above-described property is privately owned, the Town of Davie Police Department may choose not to conduct routine patrol upon said

property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property. Upon an arrest for a criminal violation, HALSTEAD agrees to assist in the criminal prosecution of said offender.

HALSTEAD hereby agrees to communicate the terms and conditions of this agreement to any and all parties present on the above-described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

HALSTEAD further agrees to notify the Town of Davie through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through United States Mail, certified, return receipt requested.

HALSTEAD agrees to indemnify and hold the Town of Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

HALSTEAD expressly understands and agrees that nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. HALSTEAD further understands and agrees that nothing contained herein is intended or should be construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of HALSTEAD a level of prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that sixty (60) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.

STATE OF FLORIDA
COUNTY OF BROWARD

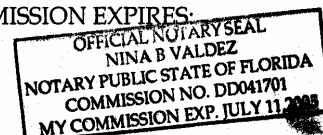
Nina B. Valdez

The foregoing instrument was acknowledged before me this 7 day of November 2003, by Nina L. Valdez of Hollywood, FL who is personally known to me, or who has produced FL DL as identification, and who did/ did not take an oath.
V420-012-55-545-0

Nina B. Valdez
NOTARY PUBLIC, State of Florida

Type, Stamp, Print Name

MY COMMISSION EXPIRES:



LEGAL DESCRIPTION

A portion of Tracts 37 & 38 of A. J. BENDLE'S SUBDIVISION of Section 3, Township 51 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 1, Page 27 of the Public Records of Dade County, Florida, described as follows:

Commencing at the Southeast corner of said Tract 38; thence South 89°13'34" West, along the south line of said Tract 38, a distance of 125.00 feet; thence North 00°00'10" East, 65.01 feet to the point of beginning, thence South 89°13'34" West, 144.37 feet; thence North 56°31'39" West, 71.18 feet; thence North 25°32'12" East, 31.30 feet; thence North 64°27'48" West, 83.93 feet; thence North 20°56'08" East, 164.84 feet; thence North 01°59'09" East, 83.96 feet; thence South 89°53'34" East, 84.87 feet; thence North 00°00'04" East, 38.76 feet; thence North 18°56'31" West, 129.56 feet; thence North 09°58'44" East, 61.90 feet to a point on a line parallel with and 20.00 feet South of the North line of said Tract 37; thence North 89°14'36" East, along said parallel line, 150.52 feet to a point 125.00 feet West of the East line of said Tract 37; thence South 00°00'19" West, along a line parallel with and 125.00 feet West of the East line of said Tracts 37 & 38, 563.68 feet to the point of beginning, said lands lying in Broward County, Florida and containing 2.4238 acres more or less.

EXHIBIT "A"

2710295-681

82-187100

DECLARATION OF CONDOMINIUM

OF

HALSTEAD APARTMENTS, a Condominium

KNOLLWOOD DEVELOPMENT CORPORATION, a Florida Corporation, hereinafter referred to as "DEVELOPER," hereby declare that they own fee simple title to the land hereinafter described and further state and declare:

1. Submission Statement: The land hereinafter described is hereby declared to be Condominium Property and is hereby submitted to Condominium Ownership, pursuant to the provisions of the Florida Condominium Act and any amendments or additions thereto in effect on the date hereof.

All provisions of this Declaration shall be enforceable equitable servitudes and shall be covenants running with the land and shall be effective until the Declaration is revoked.

2. Name: The name by which this Condominium is to be identified is HALSTEAD APARTMENTS, a condominium.

3. Legal Description: The legal description of the land included in said Condominium is as follows:

A portion of Tracts 37 and 38 of A.J. BENDLE'S SUBDIVISION, of Section 3, Township 51 South, Range 41 East, as same is recorded in Plat Book 1, Page 27, Public Records of Dade County, Florida, more particularly described on Exhibit A attached hereto.

4. Identification of Units: The Condominium has forty (40) units, which are identified and referred to herein and on Exhibit A attached hereto and made a part hereof, by the following numerals:

By Subdiv

101	201	301	401	501
102	202	302	402	502
103	203	303	403	503
104	204	304	404	504
105	205	305	405	505
106	206	306	406	506
107	207	307	407	507
108	208	308	408	508

A unit together with all the appurtenances may be referred to herein as a Condominium Parcel or Parcel.

5. Survey, Plot Plan and Graphic Description of Improvements:

A. There is being recorded simultaneously herewith a Survey, Plot Plan, Drawings, and Floor Plans of the Condominium Property, marked Exhibit B and incorporated herein by reference, containing a graphic description of the improvements made to the Condominium Property showing and identifying thereon the Common Elements, the Limited Common Elements, if any, and each Unit and their relative locations and dimensions. The aforesaid Exhibit has been certified by a DENNIS G. HEASLEY, a Registered Land Surveyor, State of Florida, authorized to practice in the State of Florida and such Certification is made pursuant to the requirements of the Florida Condominium Act.

B. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit as shown on Exhibit B which boundaries are as follows:

Surveyed by: L.S. 100-8-340129
Executing: Lohr and Abner Co., Inc.
7201 N. W. 4th Street
Plantation, Florida 33317

REC 15 1982

REC 10295 MAR 680

* * * * *

THIS PAGE
INTENTIONALLY
LEFT BLANK

* * * * *